IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:)	
)	
David A. Thompson)	Case No. 21-20216 GLT
Debtor)	Chapter 13
)	
David A. Thompson)	Docket No.
Movant)	
)	
)	
VS)	
)	
County of Allegheny, City of Pittsburgh)	
and School District, Pittsburgh Water &)	
Sewer, and Ronda J. Winnecour)	
Respondents)	
<u> -</u>		

NOTICE OF PROPOSED MODIFICATION TO CONFIRMED CHAPTER 13 PLAN DATED FEBRUARY 1, 2021

- Pursuant to 11 U.S.C. Section 1329, the debtor has filed an Amended Chapter 13
 Plan dated August 24, 2021 that is attached hereto. Pursuant to the Amended
 Chapter 13 Plan, the debtor seeks to modify the confirmed Plan in the following
 particulars:
 - a. The Chapter 13 Plan payment is increasing to \$743.00 per month effective September 2021.
 - b. Allegheny County will begin receiving payments for delinquent real estate taxes.
 - c. City of Pittsburgh and School District will begin receiving payments for delinquent real estate taxes.
 - d. Pittsburgh Water & Sewer will begin receiving payments for sewage charges through February 2021.

- e. Debtor's counsel increased his attorney's fees to \$3,400.00 to be paid under the Chapter 13 Plan.
- 2. The proposed modification to the confirmed Plan will impact the treatment of the claims of the following creditors in the following particulars:
 - a. Allegheny County will begin receiving payments for delinquent real estate taxes as per the proof of claim 4-1.
 - b. City of Pittsburgh and School District will begin receiving payments for delinquent real estate taxes as per the proof of claim 5-1.
 - c. Pittsburgh Water & Sewer will begin receiving payments for sewage charges through February 2021 as per the proof of claim 7-1.
- 3. The debtor submits that the requested modification is being proposed in good faith and not for any means prohibited by applicable law. The debtor further submits that the proposed modification complies with 11 U.S.C. Sections 1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modification being sought by way of this Amended Chapter 13 Plan.

WHEREFORE, the debtor respectfully requests that this Court enter an Order confirming the Amended Chapter 13 Plan and for such other relief the Court deems equitable and just.

Respectfully submitted,

August 24, 2021 DATE /s/ Kenneth Steidl ____ Kenneth Steidl, Esquire Attorney for the Debtor STEIDL & STEINBERG Suite 2830 – Gulf Tower 707 Grant Street Pittsburgh, PA 15219 (412) 391-8000 PA I. D. No. 34965 ken.steidl@steidl-steinberg.com Case 21-20216-GLT Doc 37 Filed 08/25/21 Entered 08/25/21 09:32:32 Desc Main Document Page 4 of 12

Debtor 1	David	A.	Thompson	[\times	Check if this is	an a	ımended
	First Name	Middle Name	Last Name	_		plan, and list b		
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name	_		sections of the been changed		ınai nave
					2.1,	3.6, 4.3		
United States Bar	nkruptcy Court for the	Western District of Pe	ennsylvania					
	21-20216 GLT	<u> </u>						
(if known)								
Mootorn I	District of E) Oppovlyca:	io					
	District of P	-						
<u>Snapter</u>	· 13 Plan	Dated: Aug		-				
Part 1: Noti	This form sets of indicate that the	e option is appro	priate in your circum	some cases, but the preso	ot co	omply with loca	ıl rul	
			•	control unless otherwise o	order	ed by the court.		
	In the following n	otice to creditors, y	ou must check each bo	< that applies.				
To Creditors:				UR CLAIM MAY BE REDUC				
		this plan carefully a y wish to consult or	-	attorney if you have one in t	this b	ankruptcy case.	If you	ı do not have
	ATTORNEY MUS THE CONFIRMA PLAN WITHOUT	ST FILE AN OBJE ATION HEARING, TFURTHER NOTIC	ECTION TO CONFIRM, UNLESS OTHERWISE CE IF NO OBJECTION	IR CLAIM OR ANY PROV ATION AT LEAST SEVEN E ORDERED BY THE COU TO CONFIRMATION IS FIL OF CLAIM IN ORDER TO E	(7) D JRT. .ED.	AYS BEFORE T THE COURT IN SEE BANKRUF	THE L MAY PTCY	DATE SET F CONFIRM TI RULE 3015.
	includes each o	of the following it		btor(s) must check one bo " box is unchecked or bo				
1 A limit on	or no payment t		•	rhich may result in a partia action will be required to		Included	•	Not Include
	Such limit)				_			
payment of effectuate 2 Avoidance	of a judicial lien o		, nonpurchase-money to effectuate such lim	security interest, set out i it)	in	Included	•	Not Include
payment of effectuate 2 Avoidance Section 3.4	of a judicial lien o	n will be required			in	Included	••	
payment of effectuate 2 Avoidance Section 3.4	of a judicial lien of a separate action	n will be required			in		_	
payment of effectuate Avoidance Section 3.4 Nonstanda	of a judicial lien of a judicial lien of the control of the contro	n will be required	to effectuate such lim		in		_	
payment of effectuate Avoidance Section 3.4 Nonstanda	of a judicial lien of a separate action	n will be required	to effectuate such lim		in		_	
payment of effectuate Avoidance Section 3.4 Nonstanda art 2: Plan	of a judicial lien of a judicial lien of the control of the contro	n will be required out in Part 9	to effectuate such lim		in		_	
payment of effectuate Avoidance Section 3.4 Nonstanda art 2: Plan	of a judicial lien of a judicial lien of a judicial lien of the control of the co	n will be required out in Part 9 Length of Plan ments to the trust	to effectuate such lim			○ Included	•	Not Include
payment of effectuate Avoidance Section 3.4 Nonstanda art 2: Plan Debtor(s) will of the control of the cont	of a judicial lien of a judicial lien of a judicial lien of the control of the co	n will be required out in Part 9 I Length of Plan ments to the trust	to effectuate such lim	it)	aid to	○ Included	•	Not Include
payment of effectuate Avoidance Section 3.4 Nonstanda Part 2: Plan Debtor(s) will of follows:	of a judicial lien of a judicial lien of a judicial lien of a grant of a judicial lien of	n will be required out in Part 9 I Length of Plan ments to the trust per month for a	to effectuate such lim	of <u>54</u> months shall be pa	aid to	○ Included	•	Not Include Not Include
payment of effectuate Avoidance Section 3.4 Nonstanda art 2: Plan Debtor(s) will of follows: Payments	of a judicial lien of a judicial lien of a judicial lien of a control of a provisions, set on Payments and make regular payments are set of \$743.00 By Income Attach	n will be required out in Part 9 I Length of Plan ments to the trust per month for a	to effectuate such lim eee: a remaining plan term o	of <u>54</u> months shall be pa	aid to	○ Included	•	Not Include

Debtor(s)Casse 21-20216 GLT Doc 37 Filed 08/25/21 Entered 08/25/21 Desc Main Document Page 5 of 12

	Additional payments:								
	Unpaid Filing Fees. available funds.	The balance of \$	sha	ll be fully paid by	y the Trustee to	the Clerk o	of the Bankruptcy	y Court from the firs	
	Check one.								
	None. If "None" is ch	ecked, the rest of Se	ction 2.2 need not b	e completed or	reproduced.				
	The debtor(s) will made amount, and date of e			ee from other s	sources, as spe	cified be l o	w. Describe the	e source, estimated	
2.3 Pai	The total amount to be plus any additional sou				y the trustee k	ased on t	he total amoun	it of plan payment	
								_	
3.1	Maintenance of payment Check one. None. If "None" is ch								
	The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.								
					Current		Amount of	Start date	
	Name of creditor	С	ollateral		Current installm paymer (includin	ent	arrearage (if any)	(MM/YYYY)	
	Name of creditor Deutsche Bank Account No. Ending	6	ollateral 242 St. Marie Stree 5206	t, Pittsburgh, Pa	installm paymer (includin	ent t	arrearage (if	(MM/YYYY)	
	Deutsche Bank	in 0558 <u>1</u>	242 St. Marie Stree	t, Pittsburgh, Pa	installm paymer (includin	ent t g escrow)	arrearage (if any)	(MM/YYYY)	
3.2	Deutsche Bank Account No. Ending Insert additional claims as	in 0558 1	242 St. Marie Stree 5206		installm paymer (includin \$4	ent t g escrow) 15.90	arrearage (if any) \$6,874.13	(MM/YYYY)	
3.2	Deutsche Bank Account No. Ending Insert additional claims as Request for valuation of	in 0558 1	242 St. Marie Stree 5206		installm paymer (includin \$4	ent t g escrow) 15.90	arrearage (if any) \$6,874.13	(MM/YYYY)	
3.2	Deutsche Bank Account No. Ending Insert additional claims as Request for valuation of Check one. None. If "None" is ch	in 0558 1 s needed. f security, payment necked, the rest of Se	242 St. Marie Stree 5206 of fully secured cla ction 3.2 need not b	aims, and modif	installm paymer (includin \$4 fication of under	ent t g escrow) 15.90	arrearage (if any) \$6,874.13	(MM/YYYY)	
3.2	Deutsche Bank Account No. Ending Insert additional claims as Request for valuation of Check one. None. If "None" is ch	in 0558 1 needed. f security, payment necked, the rest of Se is paragraph will be	242 St. Marie Stree 5206 of fully secured cla ction 3.2 need not b effective only if th	aims, and modified completed or the applicable bo	installm paymer (includin \$4 fication of under reproduced.	ent t g escrow) 15.90 ersecured	arrearage (if any) \$6,874.13 claims.	(MM/YYYY)	
3.2	Deutsche Bank Account No. Ending Insert additional claims as Request for valuation of Check one. None. If "None" is ch The remainder of thi The debtor(s) will requ	in 0558 1 in eeded. f security, payment secked, the rest of Se is paragraph will be uest, by filing a sepa	242 St. Marie Stree 5206 of fully secured claction 3.2 need not be effective only if the arate adversary proor(s) state that the	aims, and modified completed or the applicable books occeeding, that the value of the sec	installm paymer (includin statement	ent t g escrow) 15.90 ersecured his plan is ne the valu	set out in the co	d claims listed	
3.2	Deutsche Bank Account No. Ending Insert additional claims as Request for valuation of Check one. None. If "None" is ch The remainder of thi The debtor(s) will require below. For each secured claim li	in 0558 1 in eeded. f security, payment eecked, the rest of Se is paragraph will be uest, by filing a separate steel below, the debt For each listed claim d claim that exceeds cured claim is listed	242 St. Marie Stree 5206 of fully secured claction 3.2 need not be effective only if the arate adversary proor(s) state that the set the amount of the set below as having needs	aims, and modified completed or the applicable bookeeding, that the value of the secured claim will secured claim work ovalue, the cre	installm paymer (includin stallm stal	ent t g escrow) 15.90 ersecured his plan is ne the valu build be as yith interest an unsecuclaim will be	set out in the coat the rate state are daim under treated in its	d claims listed olumn headed ed below. Part 5. If the	
3.2	Deutsche Bank Account No. Ending Insert additional claims as Request for valuation of Check one. None. If "None" is ch The remainder of thi The debtor(s) will require below. For each secured claim li Amount of secured claim. The portion of any allower amount of a creditor's secured.	in 0558 1 in eeded. f security, payment eecked, the rest of Se is paragraph will be uest, by filing a separate steel below, the debt For each listed claim d claim that exceeds cured claim is listed	242 St. Marie Stree 5206 of fully secured claction 3.2 need not be effective only if the arate adversary proor(s) state that the n, the value of the set the amount of the set below as having not appropriate order of Collateral	aims, and modified completed or the applicable bookeeding, that the value of the secured claim will secured claim work ovalue, the cre	installm paymer (includin stallm stal	ent t g escrow) 15.90 ersecured his plan is ne the valu build be as vith interest an unsecuclaim will be dversary pr	set out in the coat the rate state red claim under the treated in its roceeding).	d claims listed olumn headed ed below. Part 5. If the	

Insert additional claims as needed.

Debtor(s) Case 21-20216 GLT Doc 37 Filed 08/25/21 Entered 08/25/21 Desc Main Document Page 6 of 12

3.3 Secured claims excluded from 11 U.S.C. § 506.

Check one.

5	the avoidance of a judicial lien of any judicial lien or security interes of the judicial lien or security interests. Insert additional claims as needed. *If the lien will be wholly avoided, ins Surrender of Collateral. Check one. None. If "None" is checked, the the debtor(s) elect to surrender confirmation of this plan the stay	led under 11 U.S.C. § 522(b). The de r security interest securing a claim liste est that is avoided will be treated as an erest that is not avoided will be paid ir re than one lien is to be avoided, providing Collateral	btor(s) will request, by filing and below to the extent that it is a unsecured claim in Part 5 to a full as a secured claim under the information separately Modified principal balance* \$0.00 eted or reproduced. The region of the collateral only a secure of the collateral only a sec	a separate nampairs such estate the extent all er the plan. So for each lien. Interest rate 0% "'s claim. The each that the stand that the stand in the extent all er the plan. So for each lien."	Monthly payment or pro rata \$0.00 Monthly payment or pro rata \$0.00 debtor(s) request that upgay under 11 U.S.C. § 130
5	the avoidance of a judicial lien of any judicial lien or security interes of the judicial lien or security interest. Name of creditor Insert additional claims as needed. *If the lien will be wholly avoided, ins Surrender of Collateral. Check one.	led under 11 U.S.C. § 522(b). The de r security interest securing a claim liste est that is avoided will be treated as an erest that is not avoided will be paid in re than one lien is to be avoided, provided that the collateral ert \$0 for Modified principal balance.	btor(s) will request, <i>by filing</i> ed below to the extent that it is unsecured claim in Part 5 to in full as a secured claim under the information separately Modified principal balance* \$0.00	a separate n impairs such e to the extent all er the plan. S for each lien. Interest rate	motion, that the court ord exemptions. The amount lowed. The amount, if ar See 11 U.S.C. § 522(f) an Monthly payment or pro rata
5	the avoidance of a judicial lien of any judicial lien or security interes of the judicial lien or security into Bankruptcy Rule 4003(d). If more than the security into Bankruptcy Rule 4003(d). If more than the security into Bankruptcy Rule 4003(d). If more than the security into Bankruptcy Rule 4003(d). If more than the security into Bankruptcy Rule 4003(d). If more than the security into Bankruptcy Rule 4003(d). If more than the security into Bankruptcy Rule 4003(d). If more than the security into Bankruptcy Rule 4003(d). If more than the security interest and the security interest	led under 11 U.S.C. § 522(b). The de r security interest securing a claim liste est that is avoided will be treated as an erest that is not avoided will be paid ir re than one lien is to be avoided, providing Collateral	btor(s) will request, by filing ed below to the extent that it is unsecured claim in Part 5 to a full as a secured claim unde the information separately Modified principal balance*	a separate n impairs such e to the extent all er the plan. S for each lien. Interest rate	motion, that the court ord exemptions. The amount lowed. The amount, if ar See 11 U.S.C. § 522(f) an Monthly payment or pro rata
	the avoidance of a judicial lien of any judicial lien or security interes of the judicial lien or security into Bankruptcy Rule 4003(d). If more security	led under 11 U.S.C. § 522(b). The de r security interest securing a claim liste est that is avoided will be treated as an erest that is not avoided will be paid ir re than one lien is to be avoided, providing Collateral	btor(s) will request, by filing ed below to the extent that it is unsecured claim in Part 5 to a full as a secured claim unde the information separately Modified principal balance*	a separate n impairs such e to the extent all er the plan. S for each lien. Interest rate	motion, that the court ordexemptions. The amount lowed. The amount, if an See 11 U.S.C. § 522(f) a Monthly payment or pro rata
	the avoidance of a judicial lien of any judicial lien or security interest of the judicial lien or security into Bankruptcy Rule 4003(d). If more than the security into Bankruptcy Rule 4003(d). If more than the security into Bankruptcy Rule 4003(d). If more than the security into Bankruptcy Rule 4003(d). If more than the security into Bankruptcy Rule 4003(d). If more than the security into Bankruptcy Rule 4003(d). If more than the security into Bankruptcy Rule 4003(d). If more than the security into Bankruptcy Rule 4003(d). If more than the security interest and the security interest	led under 11 U.S.C. § 522(b). The de r security interest securing a claim liste est that is avoided will be treated as an erest that is not avoided will be paid ir re than one lien is to be avoided, providing Collateral	btor(s) will request, by filing ed below to the extent that it is unsecured claim in Part 5 to a full as a secured claim unde the information separately Modified principal balance*	a separate n impairs such e to the extent all er the plan. S for each lien. Interest rate	motion, that the court ordexemptions. The amount lowed. The amount, if an See 11 U.S.C. § 522(f) an Monthly payment or pro rata
	the avoidance of a judicial lien of any judicial lien or security interest of the judicial lien or security into Bankruptcy Rule 4003(d). If more	led under 11 U.S.C. § 522(b). The de r security interest securing a claim liste est that is avoided will be treated as an erest that is not avoided will be paid in re than one lien is to be avoided, provident	btor(s) will request, by filing ed below to the extent that it is unsecured claim in Part 5 to a full as a secured claim unde the information separately Modified principal balance*	a separate n impairs such e to the extent all er the plan. S for each lien. Interest rate	motion, that the court ord exemptions. The amount lowed. The amount, if ar See 11 U.S.C. § 522(f) an Monthly payment or pro rata
	the avoidance of a judicial lien o any judicial lien or security intere of the judicial lien or security int Bankruptcy Rule 4003(d). If more	led under 11 U.S.C. § 522(b). The de r security interest securing a claim liste est that is avoided will be treated as an erest that is not avoided will be paid in re than one lien is to be avoided, provident	btor(s) will request, by filing ed below to the extent that it is unsecured claim in Part 5 to a full as a secured claim unde the information separately Modified principal balance*	a separate n impairs such e to the extent all er the plan. S for each lien. Interest rate	motion, that the court ord exemptions. The amount lowed. The amount, if ar See 11 U.S.C. § 522(f) an Monthly payment or pro rata
	the avoidance of a judicial lien o any judicial lien or security intere of the judicial lien or security int Bankruptcy Rule 4003(d). If more	led under 11 U.S.C. § 522(b). The de r security interest securing a claim liste est that is avoided will be treated as an erest that is not avoided will be paid in re than one lien is to be avoided, provident	btor(s) will request, by filing ed below to the extent that it is unsecured claim in Part 5 to a full as a secured claim unde the information separately Modified principal	a separate n impairs such e to the extent all er the plan. S for each lien.	motion, that the court ord exemptions. The amount lowed. The amount, if ar See 11 U.S.C. § 522(f) an Monthly payment
	the avoidance of a judicial lien o any judicial lien or security intere of the judicial lien or security int	led under 11 U.S.C. § 522(b). The de r security interest securing a claim liste est that is avoided will be treated as an erest that is not avoided will be paid ir	btor(s) will request, by filing ed below to the extent that it in a unsecured claim in Part 5 to a full as a secured claim und	a separate name impairs such enter the extent all er the plan.	notion, that the court ord exemptions. The amount lowed. The amount, if an
	The judicial liens or nonpossess	ory, nonpurchase-money security inter	rests securing the claims list	ed below impa	air exemptions to which the
		e rest of Section 3.4 need not be comp box in Part 1 of this plan is checked		ie remainder	of this paragraph will b
	Check one.				
4	Lien Avoidance.				
	Insert additional claims as needed.				
		-			_
				rate	to creditor
	Name of creditor	Collateral	Amount of claim	Interest	Monthly payment
	· , ·	r the plan with interest at the rate state		•	
	use of the debtor(s), or (2) Incurred within one (1) year of th	e petition date and secured by a purch	ase money security interest i	n any other thi	ing of value
	` '	he petition date and secured by a purc	chase money security interest	in a motor ve	hic l e acquired for person
	The claims listed below were eith	her:			

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 3 of 9

3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
County of Allegheny	\$742.82	Real estate	12%	83-H-103	2019 - 2021
County of Allegheny	\$273.89	Real estate	0%	83-H-103	2019 - 20201
City of Pittsburgh & School District	\$1,732.65	Real estate	10%	83-H-103	2019 - 2020
City of Pittsburgh & School District	\$173.25	Real estate	0%	83-H-103	2019 - 2020
Pittsburgh Water & Sewer	\$83.50	Sewage	10%	83-H-103	2021

Insert additional claims as needed.

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Steidl & Steinberg, P.C.	 In addition to a retainer of \$ 	1,100.00 (of which \$	500 <u>.00</u> was a
payment to reimburse costs advanced and/or a no-look costs depos	sit) already paid by or on behalf o	of the debtor, the amount	of \$3,400.00 is
to be paid at the rate of \$200.00 per month. Including any retain	ainer paid, a total of \$	_ in fees and costs reimb	ursement has been
approved by the court to date, based on a combination of the	no-look fee and costs deposit	and previously approved	d application(s) for
compensation above the no-look fee. An additional \$	will be sought through a fee app	lication to be filed and ap	oproved before any
additional amount will be paid through the plan, and this plan cont	ains sufficient funding to pay tha	t additional amount, with	out diminishing the
amounts required to be paid under this plan to holders of allowed un	secured claims.		

Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

Insert additional claims as needed.

^{*} The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

4.5	Priority	Domestic Support	Obligations	not assigned or	owed to a	governmental unit.
-----	----------	------------------	-------------	-----------------	-----------	--------------------

If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section bl debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders						
	Check here if this payment is for prepetition a	arrearages on l y.				
	Name of creditor (specify the actual payee, e.g. SCDU)	PA Description		Claim	Monthly payment or pro rata	
				\$0.00	\$0.00	
	Insert additional claims as needed.			_		
l. 6	gned to or is owed to a his provision requires that					
				\$0.00		
	Insert additional claims as needed.		_			
.7	Priority unsecured tax claims paid in full.					
	Name of taxing authority	Total amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods	
		\$0.00		0%		
	Input additional claims as needed					

insert additional claims as needed.

Da	4	
- 6	n.	J

Treatment of Nonpriority Unsecured Claims

Insert additional claims as needed.

5.1	Nonpriority unsecured claims not separately cla	assified.			
	Debtor(s) ESTIMATE(S) that a total of \$0.00	will be available for dist	ribution to nonpriority unsec	cured creditors.	
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of alternative test for confirmation set forth in 11 U.S.		paid to nonpriority unsecure	ed creditors to comply wi	th the liquidation
	The total pool of funds estimated above is NOT available for payment to these creditors under the percentage of payment to general unsecured cred of allowed claims. Late-filed claims will not be paid pro-rata unless an objection has been filed within t included in this class.	plan base will be determined itors is 0 %. The unless all timely filed claim	ned only after audit of the pole percentage of payment roms have been paid in full.	plan at time of completion may change, based upon Thereafter, all late-filed cl	. The estimated the total amoun aims will be paid
5.2	Maintenance of payments and cure of any defau	ult on nonpriority unsecu	ured claims.		
	Check one.				
	None. If "None" is checked, the rest of Section	n 5.2 need not be complete	ed or reproduced.		
	The debtor(s) will maintain the contractual inst which the last payment is due after the final pamount will be paid in full as specified below a	olan payment. These pay	ments will be disbursed by		
	Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)
		\$0.00	\$0.00	\$0.00	
	Insert additional claims as needed.				
5.3	Postpetition utility monthly payments.				
	The provisions of Section 5.3 are available only monthly combined payment for postpetition utility s not change for the life of the plan. Should the util amended plan. These payments may not resolve debtor(s) after discharge.	security deposits. The cla e, the debtor(s) will be re	aim payment will quired to fi l e an		
	Name of creditor	Monthly pay	ment Postpetit	ion account number	
		\$	\$0.00		

5.4	Other separately classified i	ionpriority unsecured ciainis.									
	Check one.										
	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.										
	The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:										
	Name of creditor	Basis for separate cla treatment	Basis for separate classification and treatment		^{ge} Interest rate	Estimated total payments by trustee					
				\$0.00	0%	\$0.00					
Par	Insert additional claims as nee	ded. cts and Unexpired Leases									
	•										
6.1	The executory contracts and and unexpired leases are rej	d unexpired leases listed below are a ected.	assumed and will	be treated as specific	ed. All other	executory contracts					
	Check one.										
	None. If "None" is checked	ed, the rest of Section 6.1 need not be	completed or repro	oduced.							
	Assumed items. Curren trustee.	t installment payments will be disl	oursed by the tru	ıstee. Arrearage pa	yments will	be disbursed by the					
	Name of creditor	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Estimated payments trustee	•					
	Insert additional claims as nee	ded.									
Par	rt 7: Vesting of Propert	y of the Estate									
7.1	Property of the estate shall n	ot re-vest in the debtor(s) until the c	lebtor(s) have co	mpleted all payments	under the c	onfirmed plan.					
Par	rt 8: General Principles	Applicable to All Chapter 13 Pl	ans								

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if *pro se*) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if *pro se*) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9,1 Check "None" or List Nonstandard Plan Provisions,

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 8 of 9

Debtor(sCase, 21-20216, GLT Doc 37 Filed 08/25/21 Entered 08/25/21 Desc. Main Document Page 12 of 12

Part 10: Sig

Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X	X	
Signature of Debtor 1	Signature of Debtor 2	
Executed on	Executed on	
MM/DD/YYYY	MM/DD/YYYY	
X/s/ Kenneth Steidl	DateAug 24, 2021	
Signature of debtor(s)' attorney	MM/DD/YYYY	

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 9 of 9